



Service Terms and Conditions for G&K Heating Limited

1. Please read the following clauses carefully as they tell you everything you need to know about the agreement you will enter into in respect of G&K Heating Limited. In all clauses, the company refers to G&K Heating Limited.
If you are uncertain as to your rights under them or you want any explanation about them, please write, email or telephone us at the email address, address or telephone number given.
2. By using our services, you are agreeing to these terms.
 - 2.1 The latest version always applies, and we'll usually only make updates when we offer a new service, change how we provide a service, or have to comply with a new legal requirement.
 - 2.2 By services we mean anything offered by G&K Heating, across all the trades we cover (Plumbing, Heating, Bathrooms, Emergencies):
 - a. Enquiries
 - b. Estimates
 - c. Project Work
 - d. Installations
 - e. Repairs
 - f. Emergency Call Outs
 - g. Servicing
 - h. Guarantees

3 Hourly work

- 3.1 The total charge to you will consist of the following:
 - a. Labour (the amount of time spent by the company's engineer carrying out the works) including all reasonable time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.
 - b. Plus any other additional travel and parking charges (see below). Emergency call out, evening, weekend and bank holiday rates may vary.
 - c. Materials supplied by us (not exceeding the trade purchase price of materials +20% markup).



- d. You will only be charged for time spent related to your work. All other time, i.e. lunch breaks, is non-chargeable. All charges are subject to VAT at the prevailing rate, except in cases where the work carried out is zero rated.
- e. Troubleshooting: Where the customer has requested that we troubleshoot a problem only but not to carry out the work, then our standard hourly rate plus any additional travel charges (as below) will apply.
- f. Additional Travel and Parking charges. These will be added on to the invoice to cover parking, travel and congestion charges, as applicable.

4 Estimated work

- 4.1 All charges will be clearly laid out within our estimate. In situations when a quotation has not and/or cannot be provided (e.g. Immediate or Emergency works), then our normal charges apply.
- 4.2 The company has quoted the cost of works that meet the requirements of your home/property. Once you have accepted the estimate in accordance with below, the company undertakes to carry out all the works necessary to complete the work described in your specification and this estimate subject to the conditions contained in this agreement.
- 4.3 If you require a particular date for the works to be carried out, the company will do all that it reasonably can to meet the dates given. The company also understands that there might be instances when a date for installation cannot be met by you, and as a result no party shall be liable for costs or able to cancel this agreement. In case of unforeseen circumstances, beyond reasonable control of the company or you, the company will contact you and agree an alternative date.
- 4.4 The company will carry out the work specified in the estimate at the price quoted during normal hours, which are between 8am and 4.30pm Monday to Friday. Any variations or additions requested by you will be subject to an additional charge and if the company is delayed or prevented from installing by the agreed date due to delay or default on your part, the company may on written notice (including by electronic mail) to you add to the charges at a reasonable sum in respect of any additional costs incurred.
- 4.5 You shall at your own expense obtain all necessary consents, if needed, for the works to be completed, including building regulations and planning consents, consents from neighbours and mortgages and if rented, consents from freeholders or managing agents.



- 4.6 The company will assume such permission has been granted and shall have no liability for any loss or damage arising from failure to obtain such permission.
- 4.7 You will provide reasonable access to enable works to be completed. You will also be required to provide the necessary service utilities, for installations, at no charge.
- 4.8 You shall at your own expense, if required, ensure that scaffolding is provided in time for works to commence.
- 4.9 We will not be bound by any estimates given orally or in which manifest errors occur.

5 Invoices & Payment

- 5.1 Upon your agreement for us to carry out estimated works, a deposit payment of 50% of the total is payable immediately. We reserve the right to request full payment in advance at our discretion.
- 5.2 Upon completion of work, you will be invoiced, for which payment is due on receipt. G&K Heating reserves the right to accrue and charge interest on any part of an invoice which remains unpaid at a rate of 4% over the base rate until payment is received by us in full.
- 5.3 You accept sole liability to make payment in full, unless you disclose when initially instructing us, to carry out work and/or supply materials that you are acting on behalf of a third party.
- 5.4 Payment is to be made by BACS (preferred)
- 5.5 If you chose to make payment by Cash, please note, there will be an additional charge of 1.5% payable by you to cover bank charges incurred.
- 5.6 If you chose to pay by cheque, please note, there will be an additional charge of £1.50 payable by you to cover bank charges incurred. If paying by cheque, due to cheques being lost in the post, it is advisable to inform us when the cheque has been sent and with the invoice number on it. Cheques should be made payable to G&K Heating Limited.
- 5.7 For all projects where stage payment terms apply, payment MUST be paid with 7 days of each stage completion. Failure to do so will instigate legal proceedings.



- 5.8 In the event of any alleged minor defects the customer shall not be entitled to withhold more than 5% or £250 (whichever is greater) of the balance due.
- 5.9 Once the company has corrected the minor defect as outlined in clause 5.8 above, the withheld amount, 5% or £250 must be paid in full.

6. Material Collection

Collection of non-stock items is chargeable, however:

- 6.1 Time taken will be kept to a minimum and within reason and should not exceed 45 minutes.
- 6.2 In the unforeseen circumstances that the collection time is likely to exceed 45 minutes you will receive prior notification of the reason.
- 6.3 Only one tradesperson is permitted to leave the job to collect required materials/parts.

7. Satisfaction

G&K Heating Ltd are committed to providing professional, top quality service to every customer. If, after we have carried out the work, you are not wholly satisfied with our service(s) you must provide us with written notice (including by electronic mail) within 12 months. You must allow us, and our insurers, the opportunity to both inspect and carry out remedial work where appropriate. If you fail to notify us, as outlined above, then we will not be liable in respect of any defects in the work carried out.

8. Guarantee

For your peace of mind, we provide a 12 month guarantee for labour carried out by G&K Heating Ltd. This applies to workmanship only and not to parts (which typically come with a 12 month manufacturer's warranty from date of purchase except from boilers, the warranty length for which will be made clear in the estimate stage). This is active from the date of completion of work, in addition to any manufacturer's warranty/warranties. However, the guarantee will become null & void if the work/appliance completed/supplied by us is:

- 8.1 Subject to misuse or negligence.
- 8.2 Repaired, modified or tampered with by anyone other than G&K Heating Ltd.



- 8.3 We will accept no liability for, or guarantee suitability, materials supplied by you
- 8.3.1 We will accept no liability for any consequential damage or fault.
- 8.4 We will not guarantee any work in respect of:
- 8.4a Blockages in waste or drainage systems
- 8.4b Any work undertaken on instruction from you and against the written or verbal advice of the company.
- 8.5 Work is only guaranteed in respect of work directly undertaken by us and full payment having been made. Any non-related faults arising from recommended work which has not been undertaken by us will not be guaranteed.
- 8.6 Where we agree to carry out work on installations of inferior quality (or over ten years old) no warranty is given in respect of such work and we accept no liability in respect of the effectiveness of such work or otherwise.

9. Liability

The company will take all reasonable care when carrying out instructed works.

- 9.1 You accept that the instructed works including removing or destroying existing fixtures or fittings may cause damage to your decorations and fittings in your home. This provision does not exclude the company's responsibility for damage, which is beyond what is reasonably commensurate with the works. For example, it is anticipated that certain areas in your home may need redecoration following completion of central heating installation. This will be your responsibility and is not included in the price.
- 9.2 The company will only be liable for rectifying our own guaranteed work and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.
- 9.3 The company will not be held liable or responsible for any damage or defect resulting from work not fully guaranteed, or where recommended work has not been carried out. Work will not carry a guarantee where you have been notified by the company's engineer either verbally or indicated in ticked boxes or in our comments/recommendations.
- 9.4 The company shall not have any liability for any failure to perform its obligations if it is prevented from doing so by any cause reasonably beyond its control; including without limitation; adverse weather conditions, fire, accident or war, a failure or



delay attributable to any electricity, water or gas network, the act or omission of any party for whom the company is not responsible. The company shall be entitled to reasonable time extensions

- 9.5 You will be solely liable for any hazardous situation in respect of the Gas Safe Regulations or any Gas Warning Notice issued by G&K Heating Limited. The company's engineers operate under the company's Gas Safe Registration. They are all qualified and also have their own Gas Safe Registration
- 9.6 Where the company needs to connect new equipment to your existing plumbing or heating system, it will not accept liability for the cost of repairing or replacing parts of your existing system, which subsequently develops faults. In certain situations, the company may charge for visits made to your home/property by the company's engineer if your system is faulty or has developed a fault after the works have been conducted. The company will not accept liability where your central heating system does not function properly because your water supply becomes inadequate or the water pressure becomes invariable.
- 9.7 G&K Heating Ltd accepts no responsibility for any existing installations that are present. This relates in particular but not only to any pipework, radiators and radiator valves, heating valves, pumps, shower pumps, electrical controls and/or bathroom / WC services that might be affected as a result of a conversion from a tank fed system to a sealed system or from power flushing of pipework and radiators. This change to a higher pressure rated system and power flushing can cause leaks in components that G&K Heating will not be liable for. Any cost of repairs for which G&K Heating are not liable for will be charged in accordance with our standard company charges. If your system is excessively full of magnetite and sludge, a further power flush might be required at some point later (eg. 3 years). Further power flushes will be chargeable at our standard power flush rates. Furthermore, if you have requested that an existing appliance be re-installed or moved (eg. boiler), G&K Heating accepts no liability for any internal leaks or malfunctions of this boiler, as a direct result of this installation.
- 9.8 The company accepts no liability for the removal of any carpets, linoleum and special types of flooring, eg. tongue and grooved, parquet, hard wood or tiled floors in order to carry out works, except in circumstances where the company has been negligent.
- 9.9 The company accepts no liability for the removal of bath panels in order to investigate/diagnose and carry out works, except in circumstances where the company has been negligent.



- 9.10 The company accepts no liability for the removal and reinstatement of shower cartridges in order to investigate/diagnose and carry out works, except in circumstances where the company has been negligent.
- 9.11 The company accepts no liability for any existing installation that is present for a shower pump. It is your responsibility to ensure that the existing installation to the pump is to manufactures standard. Inadequate installation could invalidate any manufacture warranty which we will not be held liable for, except in circumstances where the company has been negligent.
- 9.12 The company accepts no liability for any existing stopcock, when isolating water to the property, which is used to regulate the water flow, except in circumstances where the company has been negligent.
- 9.13 The company accepts no liability for any existing installations that are present. This relates to any stopcocks, pipework, radiators and radiator valves, heating valves, pumps, shower pumps, electrical controls and/or bathroom / WC services. If pipework and stopcocks are not well maintained, when isolating water to the property stopcocks can break. Any cost of repairs for which G&K Heating are not liable for will be charged in accordance with our standard company charges.
- 9.14 The company accepts no liability for any existing radiator valves when carrying out a new installation. The company will check all accessible radiator valves to check they are working and will return them to how they found them (if they were found off they will be left off). Any cost of repairs for which G&K Heating are not liable for will be charged in accordance with our standard company charges.
- 9.15 The company accepts no liability for any works not completed due to scaffolding not being provided/access not being available to necessary areas or permissions not being granted.
- 9.16 G&K Heating Ltd accepts no responsibility for any existing installations that are present, which due to age and condition could cause issues in other areas. For example, when replacing a radiator if the system is old there may be more debris inside pipes. By draining off system there is a possibility that some existing debris will be moved from where they are and obstruct some radiators valves. Any cost of repairs for which G&K Heating are not liable for will be charged in accordance with our standard company charges.
- 9.17 G&K Heating will not be liable for any possible faults that arise from draining your system. This includes, but is not limited to, blockages from a dirty system, air caught in system, leaking drain points.



- 9.18 G&K Heating Ltd accepts no responsibility for any existing installations/appliances that are present which we are instructed as part of the works to remove/reinstall or relocate.
- 9.19 Materials supplied are from the company's preferred merchants who we trust follow British Standards guidelines. G & K Heating will not be held responsible for materials which fail within the warranty of the specific material.

10. Title to Goods

- 10.1 Goods supplied and delivered by G&K Heating to you, or your premises, shall remain our property until payment in full is received. Whilst the goods remain our property, we shall have an absolute authority to:
- 10.1a Re-take, sell or otherwise deal with or dispose of all or any part of the goods
- 10.1b Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed to be.
- 10.1c Seek a court injunction to prevent you from selling, transferring or otherwise disposing of the goods.
- 10.2 After delivery of any goods from the company, you will be responsible for their safe keeping and you should make sure that you are adequately insured against loss or damage which may occur to those goods.

11. Force Majeure

- 11.1 We shall not be liable to you or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of our obligations in respect of the Goods or Services, if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control: act of God, explosion, flood, tempest, fire or accident; war, threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or of a third party); difficulty in obtaining materials, labour or machinery; and power failure or breakdown in machinery.



- 11.2 If we are unable to provide you with the services within a reasonable time due to circumstances outside our control, we shall either agree a new timescale with you for the service to take place or either of us may decide to terminate the Order in which case we will return any prepayments that you have made in full.

12. Errors and Omissions

- 12.1 We make every effort to ensure that all prices and descriptions quoted on our estimates and on our website are correct and accurate. In the case of a manifest error or omission, we will be entitled to rescind the contract, notwithstanding that we may already have accepted your instruction and/or received payment from you. Our liability in that event will be limited to the return of any money that you have paid in respect of the works estimated. In the case of a manifest error in relation to price, you will be entitled to purchase the Goods or Services by paying the difference between the quoted price and the correct price, as confirmed in writing by us after the manifest error has been discovered. A 'manifest error', as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by us which is more than 10% less than the price that would have been quoted had the mistake not been made.

13. General

This agreement is personal to you and not transferable without written authority from G&K Heating Limited. Our terms and conditions will prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions.

NOTICE OF RIGHT TO CANCEL

In accordance with terms above and in conjunction with the "Cancellation of Contracts made in a Consumers Home or Place of Work Regulations 2008" you are entitled to a 14-day cooling off period commencing from the date of the contract. You have a right to cancel the contract within this period (not if works have commenced however) and this right can be exercised by delivering or sending (including by electronic mail) cancellation notice to G&K Heating Limited, 124 Carden Avenue, Brighton BN1 8NE or by email to work@gandkheating.co.uk at any time within the 14 days starting with the day of receipt to notice in writing of the right to cancel the contract. We will permit you to cancel the contract by sending the written notice no later than 14 days after the date on which acceptance of the works took place. If you request cancellation at a later date, unless we are in breach of contract, we have the right to refuse or retain all or part of your deposit.